



American Federation of Teachers, Local 817, IFT-AFT, AFL-CIO

A comprehensive overview of current negotiations between Frankfort CUSD #168 and AFT Local 817 & the Union's Most Recent Offer to the District

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Submitted
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Introduction

AFT Local 817 represents 114 teachers in West Frankfort, Illinois and serves the needs of more than 1,500 students in the unit district. The collective bargaining agreement (CBA) existing between Frankfort CUSD #168 and the American Federation of Teachers, Local 817 expired August 10th, 2025, and the school year began on August 11th. The teachers, who have worked more than 35 days without a contract, have attempted for over five months to reach a compromise with the district that works for both parties. Over the course of this time, there have been over sixteen negotiation sessions, two of which were with a federal mediator, but no agreement has been reached.

Negotiations

The Union's goals for this process have been twofold. The first is to put students first by offering proposals that would improve the student experience and maintain competitive salaries and benefits to attract, support, and retain high-quality staff to meet student needs. The second seeks to find compromises that would help ensure the District's long-term financial stability and sustainability.

The Union made 15 proposals to start the process. Less than half of the proposals made were substantive proposals, where significant changes to contract language were suggested. Nearly half of the Union proposals focused on educational integrity, improving the student experience, and retention and attraction of high-quality educators.

The District on the other hand started with 14 proposals, nearly all of which would bring substantive changes to the terms and conditions of employment and surely reduce the District's ability to retain quality teachers. Teacher retention in Frankfort #168 is one of the highest in the area at 93%. New and experienced teachers want to work in the District and stay once they obtain employment. The District's effort to address financial concerns overnight is both short-sighted and threatens to put the District in a race to the bottom

among competitive area contracts. The District's proposals seek to lower salaries and benefits, eliminate teacher rights, and create division among the staff.

Further exacerbating the problem of challenging negotiations was the District's unwillingness to "bargain in good faith." The District repeatedly came to the bargaining table unprepared, disorganized, and unwilling to put proposals into writing. This lack of resolve created insurmountable hurdles for the Union to overcome in reaching compromise with the District. As a result, few tentative agreements have been reached over the five months. On September 25th, 2025, the Union filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB) based on the District's lack of bargaining in good faith.

The Union's Outstanding Proposals

The Union has five proposals remaining on the table. Two of these proposals center around classroom environment, two address wages, and one is a compromise concerning insurance benefits.

As previously noted, one of goals of the Union's bargaining team is to put students first. In the 2024-2025 school year, the District reduced the number of teachers at Frankfort #168 through lay-offs and leaving several open positions unfilled, resulting in a 6% reduction to staff. The Union seeks to broaden modest classroom caps across the District while leaving open the possibility of compromise between the Union and District in extraordinary circumstances. In Article II Basic Working Conditions, sections I and Z, the Union proposed the following changes (noted in bold, red, and underline):

Section I.

~~The Union and Board agree to limit class size to 25 when administratively possible.~~ **Elementary class sizes shall not exceed 26 students except under extraordinary circumstances agreed upon by the parties.** ~~The Union and Board agree explicitly to limit class size to 28 regular students in grades K-3. If class size increases above 28 26 regular education students in 3 or more sections per of a grade level by the first Monday following Labor Day, an additional teacher will shall be employed in grades K-3 on the affected grade level.~~ A teacher may request a classroom aide if enrollment is above ~~28 26~~ regular-education students in less than 3 sections and one ~~will shall~~ be hired.

[MOVED FROM SECTION Z AND ADDED TO SECTION I]

Section Z.

Class size in subject areas and grade levels will be distributed evenly as possible among class sections and within individual departments. ~~In cases of unusual class enrollment of over thirty pupils in grades 4-6 the teachers~~

~~must contact the Superintendent's office in writing if the teacher is requesting an aide. The Superintendent will request employment of an additional aide at the next regular board meeting.~~

The Union's proposal recognizes smaller class sizes improve the student experience by increasing participation, enabling teachers to dedicate more time to each student, and reducing time spent on discipline.

A second proposal concerning classroom environment focuses on reducing student behavioral incidents. The language proposes non-disciplinary "sensory/calming breaks" or "cooling off periods" for students, which is aligned with the Illinois State Board of Education (ISBE) July 2022 guidance on "Physical Restraint, Time Out, and Isolated Time Out Bill of Rights." The proposal's intention is to reduce the exclusion of students from the classroom. In 2024, Frankfort #168 disciplined 620 students for 3,436 incidents. This is over 40% of the District's 1503 students. In comparison, the neighboring community of Benton disciplined 100 students in 2024 for 167 incidents or 6% of their student population of 1610 students within its two districts. The Union's proposal is an attempt to de-escalate and prevent student incidents in the District.

In Article II Basic Working Conditions, section L, the Union proposed the following language (noted in bold, red, and underline):

The administration and Board shall give all support and assistance necessary to teachers with respect to the maintenance of control and discipline. **Students removed for disruptive behavior shall return to class once they have calmed down and are ready to engage in classroom activities as determined by administration. The removal shall not be considered discipline but rather a cooling off period for the student. The District shall notify the parents within one day of the incident, informing them of their right to meet with the teacher concerning the matter. The teacher shall be available if the parents wish to meet.**

The Union's second goal in bargaining was to ensure Frankfort #168's long-term financial stability and sustainability. Recognizing the financial challenges the District is facing, the Union's bargaining team developed proposals to reflect a desire to find savings. For example, the Union presented language enabling the District to offer overload classes to current staff members, saving the District from hiring additional staff to meet student needs. One of the Union's last outstanding proposals is language encouraging teachers to perform extra duties during their prep hour by bringing the teacher's hourly rate to a more market level wage. In Article II Basic Working Conditions, section P, the Union proposed the following language (noted in bold, red, and underline):

All teachers shall be compensated at the rate of ~~\$30.00~~ **\$35.00** per period while substituting during their preparation period. Teachers shall be asked based on seniority, with most senior teachers asked first. All teachers shall be compensated at the above rate for supervising a detention period during their lunch period or after school.

This proposal enables the District to rely on existing staff to fill open hours, rather than hiring a substitute at a much higher daily rate.

The Union's salary proposal also seeks to assist the District in reducing labor costs. The Union's proposal is a two-year term contract asking that teachers receive a step each year, or financial recognition of each year of service. For teachers off of the salary schedule, the proposal adds a step to each educational column of the schedule. While there is a cost to provide teachers with a step each year, the proposal coupled with staff reductions, reduces payroll costs in the two years and creates savings of over \$156,256. Under this proposal, the District's instructional payroll is reduced from \$8,810,379 in the 2024- 2025 school year to approximately \$8,654,123 in 2026-2027 school year. In summary, the Union's Salary Proposal is as follows:

APPENDIX A - SALARY SCHEDULES

- **2-year contract term**
- **For FY26 and FY27 – Employees shall receive a step on the salary schedule in each year of the two-year term.**
- **In FY 26, a step shall be added at the end of each lane. A person currently off schedule and receiving longevity would move to this last step. See attached revised schedule.**
 - **Payroll Savings over two years – (\$156,256)**

Salary Schedule Change

Step	B	B+8	B+16	B+24	M	M+8	M+16	M+24
0	\$45,056	\$46,081	\$47,101	\$48,121	\$49,143	\$50,165	\$51,186	\$52,208
1	\$47,917	\$48,959	\$50,001	\$51,042	\$52,085	\$53,127	\$54,170	\$55,212
2	\$50,001	\$51,042	\$52,085	\$53,127	\$54,170	\$55,212	\$56,253	\$57,295
3	\$52,085	\$53,127	\$54,170	\$55,212	\$56,253	\$57,295	\$58,338	\$59,380
4	\$54,170	\$55,212	\$56,253	\$57,295	\$58,338	\$59,380	\$60,421	\$61,463
5	\$56,253	\$57,295	\$58,338	\$59,380	\$60,421	\$61,463	\$62,505	\$63,548
6	\$58,338	\$59,380	\$60,421	\$61,463	\$62,505	\$63,548	\$64,588	\$65,629
7	\$60,421	\$61,463	\$62,505	\$63,548	\$64,588	\$65,629	\$66,670	\$67,715
8	\$62,505	\$63,548	\$64,588	\$65,629	\$66,670	\$67,715	\$68,758	\$69,799
9	\$64,588	\$65,629	\$66,670	\$67,715	\$68,758	\$69,799	\$70,841	\$71,881
10	\$66,670	\$67,715	\$68,758	\$69,799	\$70,841	\$71,881	\$72,924	\$73,967
11	\$68,758	\$69,799	\$70,841	\$71,881	\$72,924	\$73,967	\$75,009	\$76,051
12	\$70,841	\$71,881	\$72,924	\$73,967	\$75,009	\$76,051	\$77,092	\$78,134
13	\$72,924	\$73,967	\$75,009	\$76,051	\$77,092	\$78,134	\$79,177	\$80,220
14	\$75,009	\$76,051	\$77,092	\$78,134	\$79,177	\$80,220	\$81,261	\$82,304
15	\$77,092	\$78,134	\$79,177	\$80,220	\$81,261	\$82,304	\$83,345	\$84,387
16	\$79,175	\$80,217	\$81,261	\$82,304	\$83,345	\$84,387	\$85,427	\$86,471
17			\$83,345	\$84,388	\$85,427	\$86,471	\$87,513	\$88,553
18					\$87,509	\$88,555	\$89,596	\$90,636
							\$91,679	\$92,719

The Union's last outstanding proposal finds savings for the District as well by lowering the District's insurance responsibility to employees. The Health Reimbursement Plan maintained by the District and attached to the existing CBA as a memorandum of understanding (MOU) reads with the proposed Union language (noted in bold, red, and underline) as follows:

MOU – Health Insurance Premiums Under HRA Plan

- The Board of Education and the AMERICAN OF LOCAL #817 have agreed as follows for the ~~2022-2023, 2023-2024 and 2024-2025~~ **2025-2026 and 2026-2027** school years:
 1. For the ~~2022-2023, 2023-2024, and 2024-2025~~ **2025-2026 and 2026-2027** school years, the District's HRA shall reimburse the employee for any qualified expense up to the deductible over ~~\$400~~ **\$600** per life covered.
 2. For the ~~2022-2023, 2023-2024, and 2024-2025~~ **2025-2026 and 2026-2027** school years, the District's HRA shall reimburse the employee for qualified prescription drug costs over the costs in the ~~2022-2023, 2023-2024, and 2024-2025~~ **2025-2026 and 2026-2027** plan, and for lab work costs from LabCorps or Quest Lab.

The 85 teachers participating in the District's medical insurance program will take on more of the costs of each claim, resulting in potential savings for the District of \$30,000 to \$40,000.

Items Tentatively Agreed Upon by the Parties

The parties have tentatively agreed upon five proposals. They are as follows (changes noted in bold, red, and underline):

ARTICLE II BASIC WORKING CONDITIONS

Section G.

Every teacher and administrator shall have the right to privacy in any teacher/administrator conference and shall have the right to a representative **designated by the union** of his/her choosing

ARTICLE II BASIC WORKING CONDITIONS

Section J.

Upon the approval of the Superintendent, any teacher may annually (between July 1 of one year and June 30 of the next) attend up to and

including five school days of conferences or activities pertinent to the teacher's field or interest of his/her choosing. The teacher [will] shall submit the approved authorization form prior to the conference or activity. The Board will provide a substitute teacher and will reimburse the teacher for meals, lodging, and transportation in an amount not to exceed \$600.00 per year. Teachers also have the option to use conference money for Tuition Reimbursement with the Superintendent's approval. In order to pre-certify classes for potential salary schedule placement and salary increase movement per Article VII, Section 3; a teacher shall submit the appropriate pre-certification form to the Superintendent through the District's electronic email system. The Superintendent shall respond to those requests within three (3) business days. For reimbursement . . .

ARTICLE II BASIC WORKING CONDITIONS

[NEW LANGUAGE] Section OO.

Teachers who take an overload assignment shall be compensated at 1/7 of their base salary. Overloads may be assigned in one (1) semester increments with compensation adjusted accordingly.

ARTICLE VII COMPENSATION

Section 3.

Per appropriate memorandum of understanding, tTerms such as BS+8 refer to college classes beyond the indicated degree. Further, these classes must be graduate-level classes, labeled equivalent to 400 level or above, to qualify for hours beyond the indicated degree for purposes of salary schedule placement and salary increase movement. [A teacher shall receive a response to their graduate class prior approval form within two weeks of the form's submission. If a response is not provided within two weeks, the course is automatically approved for schedule movement once completed and documentation is provided.]

APPENDIX B – EXTRACURRICULARS

Section A

[NEW CBA POSITION] Assistant Wrestling \$4000

Section B

[NEW CBA POSITION] CJHS Golf \$1500

Section E

Musical Pianist CJHS Flag Team	\$500
High School Dance Team Sponsor Percussion Band	\$750
Elementary Cheer Coordinator FCHS Flag	\$500

Conclusion

The Union's proposals are a reasonable approach to put students first, helping reduce payroll costs, finding savings for the District through teachers taking on more of the cost of their health care, and offering additional options to the District to meet student needs without incurring additional staffing costs. In contrast, the District's approach to solve financial issues overnight has been short-sighted, resulting in few agreements and impasse.